



CARENA SYSTEMS LLP

Terms of Service & Privacy Policy

Comprehensive Platform Agreement

Effective Date: 1 June 2026 | Version 2.0

Registered Entity: CARENA Systems LLP (a Level Group Ltd company)

Governing Jurisdiction: Republic of Uganda (with international application)

Applicable Users: All registered and unregistered visitors, creators, buyers, affiliates and collaborators

Contact: info@c-arena.app

PART I – TERMS OF SERVICE

Preamble and Scope of Agreement

These Terms of Service ("Terms", "Agreement") constitute a legally binding contract between CARENA Systems LLP ("CARENA Systems LLP", "the Platform", "we", "us", "our"), a limited liability partnership registered in Uganda, and any individual or entity ("User", "you", "your") who accesses, registers on, browses, uploads content to, purchases from, or otherwise interacts with the CARENA platform and any associated services, applications, APIs, or subdomains.

CARENA is a product developed and operated by CARENA Systems LLP, a member of the Level Group Ltd portfolio of companies. Certain operational services, including but not limited to payment processing, infrastructure, and back-office support, may be provided by or routed through Level Group Ltd or its affiliated entities, all of which operate under equivalent data protection and compliance standards.

By accessing or using the Platform in any capacity whatsoever, you represent that you have read, understood, and expressly agree to be bound by these Terms in their entirety, including all policies



referenced herein. If you do not agree to these Terms, you must immediately cease all use of the Platform.

These Terms apply globally. Users located outside Uganda are additionally subject to the consumer protection and data privacy laws applicable in their respective jurisdictions, to the extent those laws confer rights that cannot be contractually waived.

All interactions conducted on the Platform are recognised as valid and enforceable electronic transactions in accordance with applicable digital commerce legislation, including the Electronic Transactions Act (Uganda) and equivalent laws in other applicable jurisdictions.

1. Platform Nature, Scope, and Operating Model

1.1 Nature of Service

CARENA Systems operates as an on-demand digital content platform. The Platform facilitates the creation, distribution, monetisation, and discovery of digital content and merchandise by enabling direct relationships between creators and their audiences.

The Platform provides technological infrastructure and marketplace functionality. It does not act as a publisher, broadcaster, media house, radio station, or editorial entity in relation to user-generated content.

1.2 Supported Content and Digital Goods

The Platform supports the creation, hosting, and distribution of the following categories of digital products and services:

- Video content, short-form and long-form, including films and documentaries
- Audio files, podcasts, and music recordings
- Downloadable documents including PDFs, e-books, and reference materials
- Compressed digital archives (ZIP and equivalent formats)
- Event tickets and access passes
- Physical and digital merchandise linked to creator profiles
- Affiliate programme links and promotional content
- Live and scheduled streaming content (where enabled)

1.3 Platform Limitations and Disclaimers

CARENA Systems expressly:

- Does not provide broadcasting services, media production, or content publishing functions
- Does not guarantee audience reach, revenue, or commercial outcomes for any creator
- Does not act as an employer, agent, or representative of creators or users
- Does not assume editorial responsibility for user-generated content
- Does not serve as an escrow, bank, or financial intermediary

2. Account Registration, Eligibility, and User Responsibilities



2.1 Registration Requirements

To access the full features of the Platform, you must create an account by providing accurate, complete, and current information. You agree to maintain the accuracy of this information and update it promptly when circumstances change.

CARENA Systems reserves the right to verify the identity of users at any stage, including at account creation, during transactions, or prior to processing any payout. This may involve Know Your Customer (KYC) procedures requiring submission of government-issued identification, proof of address, tax identification numbers, or other documentary evidence.

2.2 Eligibility

By registering an account, you warrant and represent that:

- You are a natural person of at least 18 years of age, or a legal entity with full capacity to enter into binding contracts under applicable law
- If you are between 14 and 17 years of age, you are using the Platform under the direct supervision and with the express consent of a parent or legally recognised guardian who accepts these Terms on your behalf
- You are not prohibited from using the Platform under the laws of your country of residence or any other applicable jurisdiction
- You have not previously been suspended or permanently banned from the Platform
- All information provided during registration is truthful, accurate, and not misleading

2.3 Account Security and Responsibility

You are solely responsible for:

- Maintaining the confidentiality of your login credentials, including your password and any two-factor authentication codes
- All activities conducted through your account, whether or not authorised by you
- Promptly notifying CARENA Systems of any suspected unauthorised access to your account

CARENA Systems shall not be liable for any loss, damage, or harm arising from unauthorised use of your account where such use results from your failure to maintain adequate account security.

2.4 Account Non-Transferability

Accounts are strictly personal and non-transferable. You may not sell, assign, sublicense, or otherwise transfer your account or any rights associated with it to any third party. Any purported transfer is void and may result in immediate account suspension.

2.5 Legacy Accounts and Estate Management

In the event of the death or legal incapacitation of a registered user, CARENA Systems may, entirely at its sole and absolute discretion, permit the establishment of a Legacy Account to be managed by a legally recognised representative of the deceased or incapacitated user's estate.

Applications for Legacy Account status must be supported by satisfactory documentation, which may include all or any of the following:

- An official death certificate or equivalent legally recognised proof of death
- Documentary proof of legal authority, such as letters of administration, a grant of probate, or a court order appointing a legal representative or guardian
- Proof of familial relationship or next-of-kin status, where applicable
- Valid government-issued identification of the requesting representative

CARENA Systems reserves the right to approve, deny, or impose conditions on any Legacy Account application. Approved Legacy Accounts must be clearly identified as estate-managed. The designated

representative assumes full legal responsibility for all activities conducted under the Legacy Account, including compliance with these Terms, content moderation, financial obligations, and applicable law.

3. Creator Services, Rights, and Obligations

3.1 Creator Capabilities

Registered creators on the Platform may:

- Publish, distribute, and monetise digital content of all supported formats
- Sell physical and digital merchandise through creator storefronts
- Offer ticketed events, live sessions, and downloadable access passes
- Participate in the Platform’s affiliate and referral programmes
- Accept tips, donations, and optional premium pricing from supporters
- Build subscriber communities and audience engagement features
- Access platform analytics and audience insights

3.2 Creator Obligations

Creators accept full, exclusive, and non-delegable responsibility for:

- Ensuring all content published on the Platform complies with applicable laws, including but not limited to laws governing intellectual property, defamation, privacy, obscenity, consumer protection, advertising standards, and data protection
- Accurately describing all products and services offered, including any material limitations, terms of access, or conditions of use
- Fulfilling all orders, delivering purchased goods or services within the timeframe represented, and handling customer queries professionally
- Obtaining all necessary licences, clearances, and permissions for any third-party content incorporated into their materials
- Complying with all applicable tax laws, including declaring income, charging applicable taxes, and remitting the same to the relevant authorities in their jurisdiction
- Ensuring that any claims made in content, promotional materials, or product descriptions are truthful, substantiated, and not misleading

3.3 Creator Content Standards

Creators must not publish content that:

- Infringes the intellectual property rights of any third party
- Contains or depicts child sexual abuse material or any content that exploits, endangers, or sexualises minors
- Constitutes hate speech, incites violence, or discriminates against individuals on the basis of race, ethnicity, religion, gender, sexual orientation, disability, or nationality
- Promotes, facilitates, or glorifies terrorism, extremism, or mass violence
- Contains graphic violence, gore, or gratuitously offensive material without appropriate age-gating measures
- Constitutes spam, misleading advertising, or fraudulent commercial activity
- Violates any applicable sanctions, embargo regulations, or export control laws



4. Payments, Payouts, and Financial Operations

4.1 Payment Processing

CARENA Systems does not directly hold, store, manage, or process user funds. All financial transactions on the Platform, including purchases, tips, donations, subscriptions, and payouts, are processed by licensed and regulated third-party payment service providers, including but not limited to Flutterwave and other such providers as may be introduced from time to time.

By transacting on the Platform, you agree to be bound by the applicable terms, conditions, and privacy policies of the relevant payment service provider. CARENA Systems accepts no liability for errors, delays, or failures in payment processing that arise from the conduct or systems of such third-party providers.

4.2 Creator Payouts

Payouts to creators are subject to:

- Completion of required KYC and identity verification procedures
- Meeting any minimum payout thresholds as specified in the Platform's current payout schedule
- No outstanding disputes, chargebacks, fraud investigations, or compliance reviews affecting the account
- Compliance with all applicable anti-money laundering (AML) and counter-terrorism financing (CTF) obligations
- Applicable withholding taxes or deductions as required by law

CARENA Systems reserves the right to withhold, delay, or suspend payouts pending the resolution of any dispute, investigation, or regulatory inquiry.

4.3 Transaction Integrity and Compliance

All transactions conducted on the Platform are subject to:

- Third-party payment processor rules, technical limitations, and settlement timelines
- Automated and manual fraud monitoring, screening, and prevention measures
- Regulatory review, including AML checks and sanctions screening
- Reversal or recall where a transaction is found to be fraudulent, erroneous, or in violation of applicable law

4.4 Platform Commission and Fees

CARENA Systems charges a platform service fee or commission on transactions as disclosed on the Platform at the time of transaction. Fee structures may be updated periodically, and continued use of the Platform following any fee change constitutes acceptance of the revised fee schedule.

4.5 Tax Obligations

Each creator is solely responsible for determining, declaring, reporting, and remitting all taxes applicable to their income earned through the Platform in their jurisdiction of tax residence. CARENA Systems does not provide tax advice and shall not be liable for any creator's failure to comply with applicable tax laws.

5. Pricing, Tips, and Digital Goods Transactions

5.1 Creator Pricing Discretion

Creators retain full discretion to set the pricing for their content and services, including establishing minimum prices. Buyers may elect to pay an amount exceeding the minimum price as a voluntary expression of support or appreciation. Such voluntary additions are non-refundable except in cases of unauthorised transaction or verified system error.

5.2 Digital Goods Fulfilment

Digital goods, including video content, audio files, documents, compressed archives, and downloadable materials, are deemed to have been delivered and the transaction fulfilled upon the buyer's successful access, streaming, or download of the relevant item. Consistent with general consumer protection principles applicable to digital commerce, such goods may not be eligible for return or refund following successful access, unless otherwise required by applicable mandatory consumer law.

5.3 Refund and Chargeback Policy

CARENA Systems may, in its sole discretion, review and facilitate refunds where:

- A digital product was not delivered due to a verified technical failure attributable to the Platform
- A transaction was processed without the buyer's authorisation
- The product materially fails to conform to its published description

Creators may be held financially responsible for refunds, chargebacks, and any associated fees, penalties, or losses arising from transactions linked to their content or services. Creators with repeated or excessive dispute activity may be subject to enhanced scrutiny, payout delays, or account restrictions.

6. Content Ownership, Licensing, and Intellectual Property

6.1 Creator Ownership

Creators retain full and exclusive ownership of all original content they upload, publish, or distribute on the Platform. Nothing in these Terms operates to transfer ownership of creator content to CARENA Systems.

6.2 Licence Grant to Platform

By uploading or publishing content on the Platform, creators grant CARENA Systems a non-exclusive, worldwide, royalty-free, sublicensable, and transferable licence to:

- Host, store, and reproduce the content on Platform infrastructure
- Display, stream, and make the content available to Platform users in accordance with the creator's visibility and access settings
- Distribute and transmit the content to authorised users and third-party delivery networks
- Create derivative thumbnails, previews, and promotional excerpts for platform marketing and discovery purposes
- Cache, compress, and technically adapt the content as necessary for optimal platform performance

This licence endures for the duration of the content's availability on the Platform and terminates upon the creator's removal of the content, subject to any retention rights expressly reserved herein.

6.3 Creator Warranties

By uploading content, each creator warrants and represents that:

- They are the sole original author or are otherwise fully licensed to upload and distribute the content
- The content does not infringe any copyright, trade mark, patent, trade secret, or other intellectual property right of any third party
- The content does not contain any material for which the creator has not obtained all necessary releases, clearances, or permissions
- The content does not violate any right of publicity, privacy, or personality right of any individual

6.4 Platform Intellectual Property

All intellectual property comprising or associated with the CARENA Systems platform – including but not limited to the brand name, logo, trademarks, design elements, software, algorithms, databases, user interface layouts, and promotional materials – is the exclusive property of CARENA Systems and is protected under applicable intellectual property laws, including copyright, trade mark, and unfair competition law.

Users are strictly prohibited from copying, reproducing, adapting, reverse-engineering, distributing, publicly displaying, or otherwise exploiting any CARENA Systems intellectual property without prior express written consent. Unauthorised use may give rise to civil and criminal liability.

7. Prohibited Conduct and Platform Integrity

7.1 General Prohibitions

Users must not engage in any of the following activities, whether directly or indirectly:

- Uploading, publishing, or distributing content that infringes any third-party intellectual property rights
- Engaging in or facilitating fraud, misrepresentation, impersonation, phishing, or deceptive commercial practices
- Distributing, offering, or soliciting illegal goods, controlled substances, weapons, or regulated materials
- Conducting or facilitating money laundering, terrorist financing, or any other financial crime
- Circumventing, disabling, or interfering with any Platform security features, technical protection measures, or access controls
- Using automated tools, bots, scrapers, or scripts to access or extract data from the Platform without authorisation
- Creating multiple accounts to evade suspension, circumvent restrictions, or manipulate Platform metrics
- Harassing, threatening, defaming, or engaging in abusive conduct toward other users or Platform personnel
- Attempting to gain unauthorised access to other users' accounts or private data
- Publishing false or misleading reviews, ratings, or endorsements

7.2 Platform Interference



Users must not attempt to:

- Introduce malicious code, viruses, ransomware, or any software designed to disrupt, damage, or gain unauthorised access to Platform systems
- Conduct denial-of-service attacks or any other activity that imposes a disproportionate burden on Platform infrastructure
- Reverse-engineer, decompile, or disassemble any proprietary Platform software
- Intercept or monitor network traffic or communications between Platform users without authorisation

7.3 Enforcement

CARENA Systems reserves the right, without prior notice and at its sole discretion, to remove content, restrict features, suspend accounts, or permanently terminate access for any user found to be in violation of these provisions or any applicable law. Such action shall not give rise to any liability on the part of CARENA Systems.

8. Affiliate and Referral Programmes

8.1 Programme Participation

Users who participate in CARENA Systems' affiliate or referral programmes agree to promote the Platform honestly, transparently, and in compliance with all applicable advertising standards, disclosure obligations, and consumer protection laws.

8.2 Disclosure Requirements

Affiliates must clearly and conspicuously disclose their commercial relationship with CARENA Systems in any promotional content, social media posts, or communications that include affiliate links or promotional references, in accordance with applicable advertising regulations including, where applicable, Federal Trade Commission (FTC) guidelines or equivalent local standards.

8.3 Limitations

CARENA Systems does not guarantee any level of income, conversion rate, or financial return from participation in affiliate programmes. The Platform is not liable for disputes between affiliates and referred users, nor for any commission calculations contested by affiliates. The Platform reserves the right to modify, suspend, or discontinue affiliate programmes at any time.

9. Content Monitoring and Moderation

9.1 Moderation Rights

CARENA Systems reserves the right – but not the obligation – to monitor, review, filter, remove, or restrict access to any content published on the Platform at any time and for any reason, including where content is believed to violate these Terms, applicable law, or third-party rights.

9.2 Reporting Mechanism



Users who identify content that they believe violates these Terms, applicable law, or third-party rights may report it through the Platform's designated reporting tools. CARENA Systems will review reports in good faith but does not guarantee any specific response time or outcome.

9.3 No Expectation of Privacy in Public Content

Users acknowledge that content published in publicly accessible areas of the Platform carries no reasonable expectation of privacy. CARENA Systems may access, review, and disclose such content in connection with legal obligations, safety concerns, or enforcement of these Terms.

9.4 Appeals

Where a creator's content is removed or their account restricted, they may submit a written appeal to info@c-arena.app within 30 days of the action. CARENA Systems will review appeals in good faith but reserves the right to uphold its original decision. Appeals are not a right of further legal process before a Platform-level determination is made.

10. Account Suspension, Termination, and Fund Management

10.1 Grounds for Suspension or Termination

CARENA Systems may suspend, restrict, or permanently terminate a user's account without prior notice in any of the following circumstances:

- Material or repeated breach of these Terms
- Engagement in or suspicion of fraudulent, deceptive, or unlawful activity
- Receipt of credible reports of activity that poses a risk to the safety or rights of other users or third parties
- Non-compliance with a lawful request from a regulatory authority, law enforcement body, or court
- Extended account inactivity where required by applicable law or platform policy

10.2 Fund Holds Pending Investigation

Where CARENA Systems suspends an account pending investigation, it reserves the right to temporarily withhold or freeze associated payout balances for the duration of the investigation. Such holds are not punitive in nature and are implemented to protect the integrity of the Platform and prevent the dissipation of funds pending resolution of any dispute, fraud allegation, or regulatory matter.

The final determination regarding the release or permanent retention of withheld funds shall be made based on the outcome of the relevant investigation and any applicable legal requirements or court orders.

10.3 Voluntary Termination

Users may close their account at any time by submitting a written request to info@c-arena.app. Closure of an account does not extinguish any outstanding financial obligations, pending disputes, or liabilities accrued prior to the date of closure. Any outstanding payout balances will be processed in accordance with standard payout procedures, subject to applicable deductions and verification requirements.

11. Indemnification

You agree to fully indemnify, defend, and hold harmless CARENA Systems, its parent entities, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, contractors, and licensors from and against any and all claims, actions, proceedings, demands, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with:

- Your access to or use of the Platform in any manner
- Any content you upload, publish, distribute, or otherwise make available on the Platform
- Your breach of any provision of these Terms or any applicable law or regulation
- Any dispute you initiate or become party to with another user, creator, buyer, or third party through the Platform
- Any claim by a third party that your content or conduct infringes their intellectual property, privacy, or other rights

This indemnification obligation shall survive the termination or expiry of your use of the Platform and these Terms.

12. Disclaimer of Warranties

The Platform and all services, content, and materials accessible through it are provided on an “as is” and “as available” basis without any representation, warranty, condition, or guarantee of any kind, whether express, implied, statutory, or otherwise.

To the fullest extent permitted by applicable law, CARENA Systems expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising from course of dealing or usage of trade.

CARENA Systems makes no warranty or representation that:

- The Platform will be available uninterrupted, secure, or error-free at all times
- Any content, data, or information obtained through the Platform will be accurate, complete, current, or reliable
- Defects or errors in the Platform will be corrected within any particular timeframe
- The Platform or any server infrastructure will be free from viruses or other harmful components

13. Limitation of Liability

To the maximum extent permitted by applicable law, CARENA Systems and its affiliates, directors, officers, employees, agents, and partners shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, including but not limited to loss of profits, revenue, data, goodwill, business opportunities, or anticipated savings, arising out of or in any way related to:

- Your use of or inability to use the Platform
- Any unauthorised access to or alteration of your account, content, or data
- Any conduct or content of any third party on the Platform
- Any transaction or commercial relationship between creators and buyers
- Any failure, suspension, or discontinuation of the Platform or any feature thereof

Where liability cannot be excluded by law, the aggregate liability of CARENA Systems to you for all claims arising in connection with these Terms shall not exceed the greater of (a) the total platform fees paid by you in the twelve (12) months preceding the claim, or (b) USD 100.



Users acknowledge that all interactions, transactions, and engagements conducted through the Platform are undertaken at their own risk, to the maximum extent permitted by applicable law.

14. Governing Law, Dispute Resolution, and Jurisdiction

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Uganda as the primary jurisdiction of operation, without prejudice to any mandatory consumer protection rights that users may hold under the laws of their own jurisdiction.

14.2 Dispute Resolution Process

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the Platform, the parties agree to the following resolution process:

- Step 1 – Direct Resolution: The aggrieved party shall first notify CARENA Systems in writing at info@c-arena.app, providing full details of the dispute. The parties shall endeavour to resolve the matter amicably within 30 days of receipt of such notice.
- Step 2 – Mediation: Where direct resolution fails, the parties may agree to refer the dispute to a neutral mediator within 60 days of the initial notice.
- Step 3 – Arbitration or Litigation: Where mediation is unsuccessful or not agreed upon, the dispute may be submitted to binding arbitration or to the competent courts of Uganda, or, where mandated by applicable law, to the courts of the user's jurisdiction.

14.3 Class Action Waiver

To the extent permitted by applicable law, you agree to resolve disputes with CARENA Systems on an individual basis and waive any right to participate in class action lawsuits or class-wide arbitration.

15. Amendments to These Terms

CARENA Systems reserves the right to amend, update, or replace these Terms at any time. Where material changes are made, CARENA Systems will provide notice by posting the updated Terms on the Platform and, where practicable, by notifying registered users via email or in-platform notification.

Your continued use of the Platform following the publication of updated Terms constitutes your acceptance of those changes. If you do not agree with the revised Terms, you must immediately discontinue use of the Platform and may request account closure in accordance with Section 10.3.

PART II – PRIVACY POLICY

16. Privacy Policy – Introduction and Scope

This Privacy Policy (“Policy”) sets out in detail how CARENA Systems LLP collects, uses, discloses, stores, protects, and disposes of personal data in connection with the operation of the Platform.

This Policy applies to all users of the Platform, including registered and unregistered visitors, creators, buyers, affiliates, and collaborators, wherever located. It forms an integral part of these Terms and should be read in conjunction with them.

CARENA Systems LLP is a member of the Level Group Ltd portfolio of companies. Where Level Group Ltd or its affiliates process personal data in connection with Platform services, they do so as data processors acting under the instruction of CARENA Systems LLP and subject to equivalent data protection obligations.

CARENA Systems LLP is committed to handling personal data responsibly and in compliance with applicable data protection laws, including the Data Protection and Privacy Act 2019 (Uganda) and, where applicable, equivalent international standards including the General Data Protection Regulation (GDPR) and other regional privacy frameworks.

17. Data We Collect

17.1 Data You Provide Directly

When you register an account, complete transactions, or communicate with us, we may collect:

- Full legal name, username, and profile information
- Email address, phone number, and country of residence
- Government-issued identification documents and proof of address (for KYC verification)
- Tax identification numbers and banking or payment account details (for payout processing)
- Content you upload, publish, or transmit on the Platform
- Communications you send to CARENA Systems, including support requests and appeals

17.2 Data Collected Automatically

When you use the Platform, we automatically collect certain technical and usage data, including:

- IP address and approximate geographic location
- Device type, operating system, browser type, and version
- Session duration, pages visited, content viewed, and interaction patterns
- Referral URLs and traffic source information
- Cookies, web beacons, and similar tracking technologies (see Section 21)

17.3 Data from Third Parties

We may receive personal data about you from third parties, including:

- Payment service providers (transaction confirmation data and fraud screening outputs)
- Identity verification services (KYC and AML screening results)
- Social media platforms (where you choose to connect your account)
- Analytics and advertising partners (aggregated demographic and behavioural data)

18. Purposes of Processing and Legal Bases

CARENA Systems processes personal data only for legitimate, specified, and lawful purposes. The primary purposes and the applicable legal bases are as follows:

Account Creation and Management

Processing is necessary for the performance of a contract with you (these Terms) and to comply with our legal obligations.

Identity Verification (KYC/AML)

Processing is required by law under applicable financial crime prevention and anti-money laundering legislation.

Transaction Processing and Payouts

Processing is necessary for the performance of a contract and to comply with financial services regulations.

Fraud Prevention and Platform Security

Processing is based on our legitimate interest in protecting the Platform and its users from fraud, abuse, and security threats.

Content Delivery and Platform Personalisation

Processing is based on your consent (where applicable) and our legitimate interest in providing and improving the Platform.

Marketing and Promotional Communications

Processing is based on your consent, which you may withdraw at any time by updating your communication preferences or contacting info@c-arena.app.

Legal Compliance and Regulatory Reporting

Processing is required to comply with applicable legal and regulatory obligations.

19. Data Sharing and Disclosure

19.1 General Principle

CARENA Systems does not sell, rent, or trade your personal data to third parties for their own commercial purposes.

19.2 Permitted Disclosures

We may share your personal data with:

- Licensed payment service providers and financial institutions, for the purpose of processing transactions, payouts, and fraud prevention
- Identity verification and KYC service providers, for compliance with applicable laws
- Cloud infrastructure and content delivery network providers, who process data on our behalf under binding data processing agreements
- Analytics and platform performance service providers, who receive aggregated or pseudonymised data

- Level Group Ltd and its affiliated entities, as the parent group through which certain operational, infrastructure, and back-office services are delivered, subject to equivalent data protection obligations
- Legal and regulatory authorities, including courts, law enforcement agencies, tax authorities, and financial regulators, where disclosure is required by law or a valid legal order
- Professional advisors, including lawyers and auditors, where necessary for the conduct of Platform operations

All third-party service providers are subject to contractual obligations to process personal data only in accordance with our instructions and in compliance with applicable data protection laws.

19.3 Business Transfers

In the event of a merger, acquisition, corporate restructuring, or sale of all or substantially all of the assets of CARENA Systems, your personal data may be transferred to the acquiring entity, subject to equivalent privacy protections and notification to you as required by applicable law.

20. Data Security

CARENA Systems implements and maintains appropriate technical and organisational security measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. These measures include:

- Encryption of data in transit using industry-standard protocols (TLS/SSL)
- Encryption of sensitive data at rest
- Strict access controls and role-based permissions limiting access to personal data
- Regular security assessments, vulnerability scanning, and penetration testing
- Incident response procedures for the detection and management of data breaches

Notwithstanding these measures, no data transmission over the internet or system of data storage can be guaranteed to be 100% secure. Users accept this inherent risk when using digital platforms.

21. Cookies and Tracking Technologies

The Platform uses cookies and similar tracking technologies to operate and improve the Platform, authenticate users, remember preferences, analyse usage patterns, and deliver relevant content. Categories of cookies used include:

- Strictly Necessary Cookies: Essential for the Platform to function and cannot be disabled without affecting core functionality
- Performance and Analytics Cookies: Help us understand how users interact with the Platform so we can improve it
- Functionality Cookies: Remember user preferences and settings to enhance the experience
- Targeting and Advertising Cookies: Used to deliver relevant communications (only with your consent where required by law)

You may control cookie preferences through your browser settings. Disabling certain cookies may affect Platform functionality.

22. Data Retention

Personal data is retained for no longer than is necessary for the purposes for which it was collected, subject to any longer retention periods required by applicable law. Retention periods are determined based on:

- The nature of the data and the purpose for which it was collected
- Applicable legal retention obligations (including tax, financial reporting, and AML record-keeping requirements)
- The existence of any ongoing dispute, legal claim, or regulatory investigation in connection with which the data may be required

Upon expiry of the applicable retention period, personal data is securely deleted or anonymised in a manner that prevents identification of the individual.

23. International Data Transfers

CARENA Systems operates globally and may transfer personal data to countries outside Uganda or the user's country of residence, including countries that may not provide the same level of data protection as your home jurisdiction.

Where such transfers occur, CARENA Systems ensures that appropriate safeguards are in place, which may include:

- Standard contractual clauses approved by applicable data protection authorities
- Adequacy decisions or equivalent frameworks recognising the destination country's data protection standards
- Binding corporate rules or other approved transfer mechanisms

24. User Rights in Respect of Personal Data

Subject to applicable data protection law and any lawful limitations, you have the following rights in respect of your personal data:

- Right of Access: To request confirmation of whether we hold personal data about you and to receive a copy of that data
- Right to Rectification: To request correction of inaccurate or incomplete personal data
- Right to Erasure: To request deletion of your personal data where it is no longer necessary for the purposes for which it was collected, subject to legal retention obligations
- Right to Restriction: To request that we limit the processing of your personal data in certain circumstances
- Right to Data Portability: To receive your personal data in a structured, commonly used, machine-readable format
- Right to Object: To object to processing based on legitimate interests or for direct marketing purposes
- Right to Withdraw Consent: To withdraw any consent previously given for processing, without affecting the lawfulness of processing prior to withdrawal

To exercise any of these rights, please contact us at info@c-arena.app. We will respond within the timeframe required by applicable law (typically 30 days). We may request verification of your identity before processing your request.



25. Children's Privacy

The Platform is not directed at or intended for use by individuals under the age of 13. CARENA Systems does not knowingly collect personal data from children under 13. If we become aware that a child under 13 has provided personal data without appropriate parental consent, we will take steps to delete such data promptly.

Users between the ages of 13 and 17 may only use the Platform under parental or guardian supervision in accordance with Section 2.2 of these Terms. Parents or guardians who believe their child has submitted personal data to the Platform without their consent should contact us immediately at info@c-arena.app.

26. Amendments to This Policy

CARENA Systems may update this Privacy Policy from time to time to reflect changes in our data practices, legal obligations, or operational requirements. Material changes will be communicated to registered users via email or in-platform notification prior to taking effect. Your continued use of the Platform following the effective date of any revised Policy constitutes your acceptance of the changes.

27. Governing Law and Data Protection Authority

This Privacy Policy is governed by the laws of the Republic of Uganda, including the Data Protection and Privacy Act 2019, without prejudice to any mandatory rights you hold under the data protection laws of your jurisdiction.

Where you believe your data protection rights have been violated, you have the right to lodge a complaint with the relevant supervisory authority in your jurisdiction. In Uganda, the relevant authority is the Personal Data Protection Office (PDPO). Users in other jurisdictions should contact their local data protection authority.

28. Contact Information

For all enquiries relating to these Terms, the Privacy Policy, account management, dispute resolution, data subject rights, or any other matter, please contact:

Registered Entity: CARENA Systems LLP

Parent Company: Level Group Ltd

Registered Address: Kampala, Republic of Uganda

Postal Address: P.O. Box 202903, Kampala GPO, Uganda

General Enquiries: info@c-arena.app

Account & Authentication: auth@c-arena.app

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