

1. GENERAL

- 1.1. This Privacy Policy is for AITI Online Services (“Services”) which are owned and operated by the Authority for Info-communications Technology Industry of Brunei Darussalam (“AITI”) through the AITI mobile application (“App”) and the AITI Online Services Portal (“Portal”).
- 1.2. This Privacy Policy is issued by the Authority for Info-communications Technology Industry of Brunei Darussalam, a Statutory Body formed under the AITI Order, 2001 by the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam and the designated operator to provide the Services through the App and Portal.
- 1.3. Using and accessing the Services by a person (“End User”) does not require an account. Accounts can be registered by submitting the Personal Information of a person (“Registered End User”).
- 1.4. The Privacy Policy explains the collection and use of Personal Information submitted by both End Users and Registered End Users of the Services.

2. DEFINITION OF PERSONAL INFORMATION

- 2.1. AITI treats any information that relates to the Users and Registered End Users of the Services as “Personal Information”.
- 2.2. Personal Information means information about the User or Registered End User, from which the User or Registered End User is identifiable. This includes name, gender, date of birth, nationality, smart identity card number, passport number, address, phone number, details relating to payments made for using the Services, email address and any other information which can be used to identify the User or Registered End User which has been provided to AITI through the Services and any information about Registered End Users which has been collected, stored, used and processed by AITI.

3. PURPOSE OF COLLECTION OF PERSONAL INFORMATION

- 3.1. Provision of Personal Information is voluntary, however, if Personal Information is not provided, communication and applications made through the Services are likely to be incomplete which means AITI will not be able to engage with or process applications made through the Services and may cause Users or Registered End Users to be unable to use the Services.
- 3.2. This Services only collects personal information necessary to provide the Services requested by the Users and Registered End Users.
- 3.3. AITI will also collect information for statistical purposes in which Registered End Users may occasionally be asked to provide feedback within the Services. Participation is optional and will have no effect on the Registered End Users’ ability to use other features in the Services.

4. SAFEGUARDING INFORMATION

- 4.1. AITI is committed to the security of information that is available from or collected by the Services. To safeguard the User’s personal information, all electronic storage and transmission of personal information are secured with appropriate security technologies.

5. RETENTION OF INFORMATION

- 5.1. AITI will retain the User’s personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained and as outlined in this Privacy Policy. The criteria used to determine the retention periods include:
 - 5.1.1. The length of time AITI has an ongoing relationship with the User.
 - 5.1.2. Whether there is a legal obligation to which AITI is subject to.
 - 5.1.3. Whether retention is advisable in light of AITI’s legal position (such as in regards to the enforcement of the Terms of Use, applicable litigation or regulatory investigations).

6. ACCESS TO PERSONAL INFORMATION

- 6.1. In respect to the Registered End User’s right to access their Personal Information, AITI has the right to refuse the request to access their Personal Information for the reasons permitted under law, such as where the expense of providing access to the Registered End User is disproportionate to the risk to the Registered End Users or another User’s privacy.
- 6.2. AITI also reserves the right to charge a fee for providing access.

7. KEEPING INFORMATION UPDATED

- 7.1. Registered End Users are advised to keep their account details updated, this includes updating personal information which has been provided to AITI.
- 7.2. In respect to the Registered End User’s right to correct their Personal Information, AITI has the right to refuse the request to make any correction to their Personal Information for the reasons permitted under law, such as where the expense of providing access to the Registered End User is disproportionate to the risk to the Registered End Users or another User’s privacy

8. COOKIES

- 8.1. Any web page or application at the Portal may use cookies. Cookies are short and simple text files that are stored on a User’s computer hard drive by Portal and web sites. They are used to keep track of and store information so the User does not have to supply the information multiple times. The information that is collected through cookies at the Portal is handled in the same manner as other information collected by the Portal.
- 8.2. If the User do not wish their Personal Information to be collected via cookies on the Portal, Users can deactivate cookies by adjusting their Internet browser settings to disable, block or deactivate cookies, by deleting the Users’ browsing history and clearing the cache from their Internet browser. Users can also check their hard drive for cookie files and delete them from the Users’ computer.
- 8.3. AITI do not control functioning of cookies from third parties. The respective third parties are responsible for such cookies and for their own information processing.

9. THIRD-PARTY SERVICES

- 9.1. AITI may also link to third parties on our Services or make third-party applications available for download from the App. However, the Privacy Policy does not apply to how third parties define Personal Information or how it is used. AITI encourages the Users to read their privacy policies before interacting with the third party.

10. LINK TO OTHER SITES

- 10.1. The Services may contain links to other Sites (“Linked Sites”) whose data protection and privacy practices may differ from AITI. AITI is not responsible for the content and privacy practices of these other Sites and encourage the Users to consult the privacy notices of those Sites.

11. IDEMNITY

- 11.1. The Users agrees to indemnify AITI and hold AITI harmless against any and all losses, liabilities, costs, claims and expenses that AITI might suffer as a result of breach of these Privacy Policy or as a result of unauthorised or unlawful use of the Services.

12. MODIFICATION

- 12.1. AITI reserves the right to add, delete or modify the Privacy Policy of the Services at any time with or without notice to the User.