

GOVERNMENT TECHNOLOGY AGENCY PRIVACY STATEMENT FOR SUBSCRIBERS

1. General

1.1. The purpose of this Privacy Statement ("**Privacy Statement**") is to inform you of how we collect, use, disclose and/or process your Personal Data in connection with the applicable Subscriber Agreement available at <https://repository.nca.gov.sg> (Subscriber Agreements include the Subscriber Agreement for Singpass Account (Individual) Certificates and Subscriber Agreement for Singpass Foreign Account (Individual) Certificates) ("**Subscriber Agreement**"), and this Privacy Statement must be read in conjunction with the Subscriber Agreement. Unless otherwise stated, all capitalized terms contained in this Privacy Statement shall have the meaning given to it in the Subscriber Agreement. In this Privacy Statement, "we", "us" or "our" refers to the Government Technology Agency ("**GovTech**").

1.2. Unless otherwise defined or unless the context otherwise suggests, when the following words and phrases are used in this Privacy Statement, they will have the following meanings –

(a) "**Specified Entity**" means the following, subject to Clause 1.3(a):

- (i) the Government of Singapore
- (ii) any ministry, government department or organ of state;
- (iii) any department, commission, authority, agency or other body operated by or accountable to the Government of Singapore or any ministry, government department or organ of state within the Government of Singapore; or
- (iv) any organisation established by or under written law to perform or discharge any public function under the supervisory charge of a ministry or organ of state,

and "**Specified Entities**" means all of the aforementioned.

(b) "**Non-Specified Entity**" means an entity other than a Specified Entity.

(c) "**Personal Data**" has the meaning set out in the Personal Data Protection Act 2012.

(d) "**Singpass Products**" means any one or more of the features, products, services and platforms provided by GovTech on behalf of the Government of Singapore in accordance with the Singpass Terms of Use, including: (i) Singpass Face Verification; (ii) Myinfo; (iii) Singpass app Inbox Notification; (iv) Authorise; (v) Sign with Singpass; (vi) Verify; and (vii) Cards.

1.3. Unless the contrary intention appears, in this Privacy Statement:

- (a) any reference to "**Specified Entity**" or "**Specified Entities**" excludes GovTech, to the extent that it is acting in its capacity as the provider or operator of the Certificate Services.

2. Purposes for the Collection, Use, and Disclosure of your Personal Data

2.1. We may collect Personal Data from you and use, disclose or process such data for any, some or all the following purposes:

(a) to perform our certification authority operations and related services, including:

- (i) to authenticate your identity and process your application for us to issue a Certificate to you;
- (ii) to generate and issue Certificates;
- (iii) to perform Certificate management or revocation;
- (iv) to maintain our Repository;
- (v) to report Certificate revocation status or validity; and

- (vi) to generate and transmit digital signatures, where you have requested us to do so;
- (b) to respond to and resolve your queries, complaints or requests;
- (c) to enable us to contact you or communicate with you on any matters relating to your use of our products or services;
- (d) to verify or authenticate your identity;
- (e) to respond to any claims, actions or proceedings or to safeguard and enforce our legal rights and obligations (including but not limited to obtaining legal advice and dispute resolution);
- (f) to conduct or assist to conduct investigations, including to prevent or investigate any potential fraud, unlawful activity or omission or misconduct via the use of your digital certificate, whether or not there is any suspicion of the aforementioned;
- (g) to meet or comply with any order or request of any court or government, and assisting in investigations and law enforcement by the relevant authorities;
- (h) to meet or comply with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on us (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations);
- (i) to perform audit logging and archiving;
- (j) to store or create backups of your Personal Data for contingency or business continuity purposes;
- (k) to generate internal reports (including but not limited to annual, operational and management reports); and
- (l) to analyze your use of our products or services to help us improve, review, develop and efficiently manage the products or services offered to you;

(collectively, the “**Purposes**”).

2.2. If you provide us with any Personal Data relating to any third party individual (e.g. information of your spouse, children, parents, next-of-kin, referees etc.), you shall, prior to disclosing to us Personal Data relating to such third party individual:

- (a) notify such individual (i) that you will be providing such individual’s Personal Data to us; and (ii) of the Purposes for which we will be collecting, using, disclosing and/or processing their Personal Data; and
- (b) obtain the consent from such individual whose Personal Data is being disclosed, permitting (i) you to disclose the Personal Data to us; and (ii) us to collect, use, disclose and/or process such individuals’ Personal Data, for the relevant Purposes.

2.3. By submitting any third party individual’s Personal Data to us, you represent and warrant to us that you have the valid authority and consent from such third party individual to act on such third party individual’s behalf and to provide such third party individual’s Personal Data to us to collect, use, disclose and/or process for the Purposes.

2.4. You should ensure, and you represent and warrant to us that all Personal Data you submit to us, (whether of yourself or a third party individual) is complete, accurate, true, and correct. Failure on your part to do so may result in our inability to provide you or the relevant third party individual with the product or service requested for or to process your application or request.

3. **Protection & Disclosure of Personal Data**

- 3.1. To safeguard your Personal Data, all electronic storage and transmission of Personal Data is secured with appropriate security technologies.
- 3.2. This services we provide to you under the Subscriber Agreement may contain links to digital services of Non-Specified Entities whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other digital services and we encourage you to consult the privacy notices of those digital services.
- 3.3. If you provide us with Personal Data, we may share, transfer and disclose Personal Data provided by you for the Purposes stated herein, to any one or more of the following:
 - (a) agents, contractors and third party service providers who provide operational services to us including but not limited to courier services, telecommunications, information technology, technical services, payment, call centre, security, or other services to GovTech;
 - (b) service providers to facilitate their provision of content or services to you, or for interconnection, inter-operability, system operation and maintenance and billing between service providers; and
 - (c) **in connection with our certification authority operations:** registration authorities, hash-signing servers, digital signing application providers and other third party service providers who perform functions on our behalf or provide services to us, for us to perform our certification authority operations and related services.
- 3.4. If you choose to have us issue you document signing certificates, the full content of each such document signing certificate, including your Personal Data as contained in any such document signing certificate, may be provided to the third parties described in Clause 3.3 above and any other relevant third parties you choose, for use in conjunction with digital signing services and other products or services separately provided by any digital signing application providers (whom we may approve from time to time). These third parties may include the relevant approved digital signing application provider. If you choose to digitally sign a document using any document signing certificate we have issued, you should be aware that the full content of such document signing certificate, which includes your Personal Data, will form part of each such digitally signed document.
- 3.5. Without prejudice to Clause 3.3 above, where appropriate, we may also share data as necessary with:
 - (a) other Specified Entities, such as for the purpose of improving the discharge of public functions, and to serve you in the most efficient and effective way, unless such sharing is prohibited by law; and
 - (b) Non-Specified Entities that have been authorised to carry out specific services. We will NOT share your Personal Data with other Non-Specified Entities without your consent except where such sharing complies with the law.

4. **Contact Information**

- 4.1. Please contact gsm@tech.gov.sg if you:
 - (a) have any enquires or feedback on our data protection, policies and procedures; or
 - (b) need more information on or access to, or wish to correct, data which you have provided directly to us in the past; or

- (c) wish to withdraw your consent to the use, disclosure and/or processing of your Personal Data by us.
- 4.2. Please note that if your Personal Data was provided to us by a third party, you should contact that organisation or individual to make such queries, complaints, and access and correction requests to GovTech on your behalf.
- 4.3. If you withdraw your consent to any or all collection, use or disclosure of your Personal Data, depending on the nature of your request, GovTech may not be in a position to continue to provide any products or services to you, or administer any contractual relationships in place, which in turn may also result in the termination of any agreements with GovTech, and your being in breach of your contractual obligations or undertakings. GovTech's legal rights and remedies in such event are expressly reserved. GovTech may retain, use, disclose and process your Personal Data for any of the Purposes set out herein, unless expressly prohibited under any applicable laws.

5. Transfer of Personal Data

- 5.1. Personal Data may be accessed by or transferred to our servers anywhere in the world, as is necessary to facilitate the provision of services to you. Personal Data may also be accessed by or transferred to our affiliates, data processors and/or intermediaries, or subcontractors (including those outside of Singapore) for the purposes of providing you with the services. By providing us with Personal Data, you consent to such transfer and/or access.

6. Changes to Privacy Statement

- 6.1. We reserve the right to change, modify or supplement this Privacy Statement at our discretion and at any time, by posting the changed, modified or supplemented Privacy Statement on or through our website or through such other means as we may deem appropriate. Your continued usage of the Certificate Services following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to the Privacy Statement, please stop using the Certificate Services.