





PRIVACY POLICY


Oukitel (Mauritius) Co. Ltd. – Consumer Data Protection Policy

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PREFACE

Last updated: May 2026

Oukitel (Mauritius) Co. Ltd., trading as Military Mobiles, is registered with the Data Protection Office of Mauritius as a data controller. This Privacy Policy sets out the basis on which personal data is collected, processed, retained, and protected in the course of our commercial activities, in full compliance with the Data Protection Act 2017 of Mauritius and all applicable instruments referenced herein.

This Policy is published in fulfilment of the transparency obligations imposed on registered data controllers under the Data Protection Act 2017. Every data subject dealing with Oukitel (Mauritius) Co. Ltd. is entitled to know what personal data is collected, for what purpose, on what legal basis, for how long it is retained, and what rights they hold.

Governing instruments: Data Protection Act 2017 (Mauritius); Electronic Transactions Act 2000, Sections 5 and 12.

IDENTITY OF THE DATA CONTROLLER

The data controller in respect of all personal data processed under this Policy is:

- **Company:** Oukitel (Mauritius) Co. Ltd.
- **Trading as:** Military Mobiles
- **Address:** 10 Dr Emile Duvivier Street, Beau Bassin, Mauritius
- **Email:** support@militarymobiles.com
- **DPO Registration:** Registered with the Data Protection Office of Mauritius

Legal basis: Data Protection Act 2017, Section 23 (registration of data controllers).

SCOPE OF THIS POLICY

This Policy applies to all personal data collected and processed by Oukitel (Mauritius) Co. Ltd. in connection with:

- The sale of mobile telecommunication devices and accessories at the point of sale;
- The administration of warranty claims, repair services, and replacement services;
- All communications between the company and its customers in connection with the above.

This Policy does not apply to data processed by third parties, including Google LLC in connection with the Android operating system, or by any other service provider whose own privacy policy governs their processing activities.

PERSONAL DATA COLLECTED

Data Collected at the Point of Sale

At the time of purchase, Oukitel (Mauritius) Co. Ltd. collects the following personal data from the buyer:

- Full name;
- Physical address;
- Telephone number;
- Email address.

This data is recorded on the purchase receipt issued at the time of sale and constitutes the buyer's identification record for all future warranty and service interactions. No further personal data is collected at the point of sale.

Legal basis: Data Protection Act 2017, Section 21(1)(c) – processing necessary for the performance of a contract to which the data subject is party.

Data Collected When a Warranty or Repair Claim is Submitted

No additional personal data is collected unless and until the buyer submits a warranty or repair claim. At the time of claim submission only, the following additional data is collected by way of the Warranty Claim Form:

- Device identification information, including IMEI number(s) and serial number;
- A description of the fault or issue, in the buyer's own words;
- Usage information relevant to the claim, including whether the device has been submerged, dropped, or subjected to physical impact, as disclosed by the buyer on the Warranty Claim Form;
- The physical condition of the device at the time of submission, documented bilaterally and by video record;
- The technical findings of the qualified technician engaged to assess the device.

This usage and technical data is collected exclusively for the purpose of processing the warranty or repair claim. It is not collected at any other stage of the commercial relationship.

Legal basis: Data Protection Act 2017, Section 21(1)(c) – performance of contract; Section 21(1)(f) – legitimate interests of the controller in the proper administration of warranty obligations and protection against fraudulent claims.

Electronic Communications

Electronic communications between Oukitel (Mauritius) Co. Ltd. and the data subject, including WhatsApp messages, email correspondence, and digital notifications, are retained as part of the transaction or claim record. Such records constitute legally recognised electronic records under Section 5 of the Electronic Transactions Act 2000 and are attributable to their sender under Section 12 of the same Act.

Legal basis: Electronic Transactions Act 2000, Sections 5 and 12; Data Protection Act 2017, Section 21(1)(c).

Data Not Collected

Oukitel (Mauritius) Co. Ltd. does not collect and does not process any of the following:

- Sensitive personal data as defined in the Data Protection Act 2017, including biometric data, health data, religious beliefs, or political opinions;
- Financial data, including credit card or bank account details, which are processed directly by payment service providers and are not retained by Oukitel (Mauritius) Co. Ltd.;
- Personal data stored on a device submitted for service, beyond what is strictly necessary for diagnostic and repair purposes and accessed by the qualified technician only;
- Any personal data beyond what is specified in Sections 4.1 and 4.2 of this Policy.

PURPOSE OF PROCESSING AND LEGAL BASIS

All personal data collected by Oukitel (Mauritius) Co. Ltd. is processed exclusively for the purposes set out below. No personal data is processed for any purpose other than those specified.

Point of sale data (name, address, telephone, email):

- To issue and maintain the purchase receipt and proof of purchase – *DPA 2017, Section 21(1)(c).*
- To identify the buyer for all future warranty and service interactions – *DPA 2017, Section 21(1)(c).*
- To communicate with the buyer regarding warranty decisions, repair outcomes, and service updates – *DPA 2017, Section 21(1)(c).*
- To maintain statutory transaction records as required by the Value Added Tax Act 1998 – *DPA 2017, Section 21(1)(e).*

Warranty and repair claim data (device, usage, technical findings):

- To assess and process the warranty or repair claim submitted by the buyer – *DPA 2017, Section 21(1)(c).*
- To maintain a contemporaneous record of the device condition, the diagnostic findings, and the outcome of the claim – *DPA 2017, Section 21(1)(c) and (e).*
- To protect the legitimate interests of the company in the event of a dispute, including court proceedings – *DPA 2017, Section 21(1)(f).*

Governing instrument: Data Protection Act 2017, Sections 21 and 22.

DATA MINIMISATION

In compliance with the data minimisation principle under the Data Protection Act 2017, Oukitel (Mauritius) Co. Ltd. collects only personal data that is adequate, relevant, and limited to what is necessary for the purposes for which it is processed. The collection of warranty and repair claim data is triggered exclusively by the submission of a claim by the data subject and does not occur otherwise.

Personal data stored on a device submitted for service is accessed by the qualified technician only to the limited extent strictly necessary for the purposes of diagnostic and repair. Such data is treated as confidential. Oukitel (Mauritius) Co. Ltd. does not copy, retain, or share data found on the device.

Legal basis: Data Protection Act 2017, Section 22(1)(c) – data shall be adequate, relevant, and not excessive.

DATA RETENTION

Personal data is retained for the following periods:

- **Point of sale data** (name, address, telephone, email): retained for a minimum of five years from the date of the relevant transaction, in accordance with the obligation under Section 19 of the Value Added Tax Act 1998 to keep a full and true written record of every completed transaction, and for such further period as may be required by applicable law or by ongoing legal proceedings. *Legal basis: VAT Act 1998, Section 19; DPA 2017, Section 22(1)(e).*
- **Warranty and repair claim data:** retained for a minimum of three years from the date of the relevant claim or final communication, and in any event for the period required by applicable law or by ongoing legal proceedings. *Legal basis: DPA 2017, Section 22(1)(e); Code Civil Mauricien, Articles 1316-1 et seq.*
- **Electronic communications:** retained for the same periods as the transaction or claim to which they relate. *Legal basis: Electronic Transactions Act 2000, Section 5; DPA 2017, Section 22(1)(e).*

Upon expiry of the applicable retention period, personal data is securely deleted or anonymised in a manner that prevents reconstruction of the data subject's identity.

SECURITY AND CONFIDENTIALITY

Oukitel (Mauritius) Co. Ltd. maintains appropriate technical and organisational measures to protect personal data against unauthorised access, disclosure, alteration, or destruction, in compliance with the Data Protection Act 2017.

Access to personal data is restricted to personnel who have a clear operational need to access it for the purposes specified in this Policy. All personnel with access to personal data are subject to confidentiality obligations.

Personal data stored on a device submitted for service is accessed only by the qualified technician engaged for the diagnostic or repair, to the limited extent necessary for the performance of those services. Oukitel (Mauritius) Co. Ltd. does not copy, store, or transmit any data found on a submitted device.

Legal basis: Data Protection Act 2017, Sections 25 and 26.

DISCLOSURE OF PERSONAL DATA

Oukitel (Mauritius) Co. Ltd. does not sell, rent, or otherwise transfer personal data to third parties for commercial purposes.

Personal data may be disclosed in the following limited circumstances only:

- To qualified technical personnel engaged as subcontractors for the performance of warranty assessments and repair services, to the extent strictly necessary for the performance of those services and subject to confidentiality obligations;
- To the Mauritius Revenue Authority, in compliance with obligations under the Value Added Tax Act 1998;
- To the Data Protection Office of Mauritius, in compliance with the Data Protection Act 2017;
- To the Information and Communication Technologies Authority, in compliance with the ICT Act 2001 and the conditions of the ICTA Dealer's Licence;
- To a court of competent jurisdiction, in connection with legal proceedings to which Oukitel (Mauritius) Co. Ltd. is a party, where disclosure is required by law or by order of the court;
- To any other regulatory or law enforcement authority, where disclosure is required by applicable Mauritian law.

No personal data is transferred outside the Republic of Mauritius unless required by law or by an order of a court of competent jurisdiction.

Legal basis: Data Protection Act 2017, Sections 21 and 34.

RIGHTS OF DATA SUBJECTS

Every data subject whose personal data is processed by Oukitel (Mauritius) Co. Ltd. holds the following rights under the Data Protection Act 2017 of Mauritius:

Right of Access

A data subject is entitled to request confirmation of whether personal data concerning them is being processed, and to receive a copy of that data together with information about its purpose, origin, and any intended disclosure. Requests will be responded to within the period prescribed by the Data Protection Act 2017.

Legal basis: Data Protection Act 2017, Section 30.

Right to Rectification

A data subject is entitled to request the correction of inaccurate or incomplete personal data held by Oukitel (Mauritius) Co. Ltd. without undue delay.

Legal basis: Data Protection Act 2017, Section 31.

Right to Erasure

A data subject may request the deletion of personal data where it is no longer necessary for the purpose for which it was collected, where the data subject withdraws consent (where consent is the basis of processing), or where processing is otherwise unlawful. This right is subject to the overriding requirements of applicable law, including retention obligations under the Value Added Tax Act 1998 and any ongoing legal proceedings.

Legal basis: Data Protection Act 2017, Section 32.

Right to Object

A data subject may object to the processing of their personal data where processing is carried out on the basis of legitimate interests under Section 21(1)(f) of the Data Protection Act 2017. Oukitel (Mauritius) Co. Ltd. will consider such objections and cease processing unless there are compelling legitimate grounds that override the data subject's interests, or processing is required for legal proceedings.

Legal basis: Data Protection Act 2017, Section 33.

Right to Lodge a Complaint

A data subject who believes that Oukitel (Mauritius) Co. Ltd. has processed their personal data in breach of the Data Protection Act 2017 may lodge a complaint directly with the Data Protection Office of Mauritius.

Legal basis: Data Protection Act 2017, Section 43.

To exercise any of the above rights, data subjects may contact Oukitel (Mauritius) Co. Ltd. using the contact details set out in Section 11 of this Policy.

DATA BREACH NOTIFICATION

In the event of a personal data breach that is likely to result in a risk to the rights and freedoms of data subjects, Oukitel (Mauritius) Co. Ltd. will notify the Data Protection Office of Mauritius without undue delay and in accordance with the requirements of the Data Protection Act 2017. Where the breach is likely to result in a high risk to the rights and freedoms of the affected data subject, that data subject will also be notified directly.

Legal basis: Data Protection Act 2017, Sections 28 and 29.

ELECTRONIC RECORDS AND ADMISSIBILITY

All electronic communications and records maintained by Oukitel (Mauritius) Co. Ltd. in the course of its commercial activities, including electronic invoices, warranty correspondence, and digital notifications, constitute legally recognised electronic records under Section 5 of the Electronic Transactions Act 2000. Such records are not denied legal effect, validity, or enforceability solely on the ground that they are in electronic form. Pursuant to Section 12 of the same Act, an electronic record is attributable to the person whose act it was or who authorised the act.

Electronic records are retained securely for the periods specified in Section 7 of this Policy and may be relied upon as evidence in any administrative or judicial proceedings.

Legal basis: Electronic Transactions Act 2000, Sections 5 and 12; Code Civil Mauricien, Articles 1316-1 et seq.

UPDATES TO THIS POLICY

This Privacy Policy may be updated periodically to reflect changes in applicable law, regulatory guidance, or operational practice. The current version of this Policy is published at www.militarymobiles.com and is available in printed form upon request at the company's retail outlet. The version date is stated on the face of this document.

Where an update materially affects the rights of data subjects or the purposes for which their data is processed, Oukitel (Mauritius) Co. Ltd. will take reasonable steps to bring the update to the attention of affected data subjects.

CONTACT AND DATA PROTECTION INQUIRIES

Data subjects and regulatory authorities may direct any inquiry, request, or complaint regarding this Privacy Policy or the processing of personal data to:

- **Company:** Oukitel (Mauritius) Co. Ltd. (trading as Military Mobiles)
- **Attention:** Data Protection Inquiries
- **Email:** support@militarymobiles.com (marked "Data Protection")
- **Address:** 10 Dr Emile Duvivier Street, Beau Bassin, Mauritius

Data subjects who are not satisfied with the response received from Oukitel (Mauritius) Co. Ltd. may lodge a complaint with the Data Protection Office of Mauritius.

Governing instruments: Data Protection Act 2017 (Mauritius) · Electronic Transactions Act 2000, Sections 5 and 12 · Value Added Tax Act 1998, Section 19 · ICT Act 2001 · Code Civil Mauricien, Articles 1316-1 et seq. · Version 1.0, May 2026.