Disclaimer and Terms and Conditions

1. The Short Messaging Service ('**SMS**') provided to visa applicants is to update on current status to the applicant with regards to visa application process. The information provided by SMS is based on the information provided by the the Consulate General of Finland. While VFS ensures that information is made available to the visa applicant promptly and accurately, the visa applicant shall at all times be responsible for providing and maintaining an SMS text compatible mobile phone number where VFS can send text messages regarding the status of the visa application to the visa applicant. The visa applicant is responsible for ensuring connection to a mobile network capable of receiving the SMS Services. The visa applicant understands that if the visa applicant 's mobile phone is switched off, disconnected for any reasons or is out of coverage for a period of 24 hours or more, The visa applicant's mobile network provider may delete any SMS messages to be received by the visa applicant.
2. The time to deliver the SMS is dependent on several factors such as upon the traffic on the mobile network and whether the visa applicant mobile phone is within reach and switched on and cannot therefore be guaranteed by VFS. VFS is not a mobile network operator and does not guarantee the delivery of SMS text messages.
3. The visa applicant confirms that the visa applicant has provided the accurate mobile number for receiving SMS and that the visa applicant is the owner or its legitimate user, or that the visa applicant has the consent of the owner or legitimate user, of the mobile phone using for the services. The visa applicant acknowledges that using another person's mobile phone/providing inaccurate mobile phone number/unauthorized use of mobile phone number for receiving the SMS may entail disclosure of visa applicant 's confidential information which disclosure shall be at the sole risk of the visa applicant
4. The services, once purchased, will be available to the visa applicant from the time of application till complete processing of the application or such other period as VFS may advise via our website located at ***http://www.vfsglobal.com/finland/hongkong/additional-services.html#*** VFS reserves the right to withdraw this service at any time and without notice.
5. The visa applicant must not use (or permit any third party to use) the SMS Service to send any message or communication which is spam, illegal, offensive, abusive, indecent, obscene or menacing or causes annoyance, inconvenience or needless anxiety or infringes the rights of third parties. VFS reserves the right to withdraw the SMS service to such visa applicant if the visa applicant is in breach of this paragraph 4. VFS may also withdraw the services if VFS in its sole discretion apprehends that the SMS service is being used for such purposes.

6. For operational reasons VFS may vary the technical specification of the services with or without notice. In the event of any change to the service these terms and conditions is to be treated as varied accordingly.
7. The visa applicant acknowledges that the SMS Services may, at any time, be adversely affected by problems with the visa applicant mobile phone network, force majeure events including, without limitation, interference to the network coverage. VFS is not responsible or liable to the visa applicant for any loss, damage or expenses incurred directly or indirectly by the visa applicant as a result of any difficulties experienced by the visa applicant's mobile phone service provider. Subject to the constraints described within this paragraph 7, VFS shall carry out the services with reasonable care and skill
8. If the visa applicant does not receive SMS relating to these services, the visa applicant should inform VFS through email or helpline numbers.
9. The SMS service delivers the visa application status based on the information received by VFS from the Consulate General of Finland.
10. To use the services, the visa applicant should refer to the instructions available on the http://www.vfsglobal.com/finland/hongkong/additional-services.html# website. The visa applicant agrees to comply with all instructions we may give concerning the services, including any security instructions. We will be entitled to treat any failure by visa applicant themselves to comply with these instructions as a breach of these terms and conditions, which will entitle us to deny visa applicant access to the services.
11. The visa applicant is responsible for paying charges for the message origination. Charges once paid for SMS service will not be refunded under any circumstances.
12. The visa applicant shall at its sole risk be responsible for taking all reasonable steps to prevent unauthorized persons gaining access to the services.
13. While VFS takes every precaution transmission of information to transmit information. VFS shall not be responsible or liable for any unforeseen events and circumstances beyond the reasonable control of VFS.
14. VFS may in its sole discretion temporarily suspend the provision of the services if such provision could materially affect the quality of any telecommunications service, including the Services, provided by VFS.
15. VFS specifically excludes all liability of any kind (including negligence) in respect of any third party information or other material made available on, or which can be accessed using SMS text services.
16. This terms and conditions are governed by the law of ***Hong Kong*** and both parties submit to the exclusive jurisdiction of the courts in **Hong Kong**.

Data Protection Notice

1. **Collection of data**
   The privacy and protection of personal data is very important to VFS, including all its other brands and affiliates (hereinafter ‘’). VFS complies with any mandatory data protection legislation when collecting and processing personal data. Whenever you are in the process of applying for SMS service through a visa application centre we may collect and store (subject to Embassy guidelines), as the case may be, the following information: Your full name, your mobile number & email id, your language preference of SMS, and the country for which you have applied for a visa for the purposes of processing your visa application.
2. **Disclosure to third parties**
   In accordance with all mandatory data protection legislation your data may be disclosed to third parties processing data on behalf of. In this context your data may also be transferred abroad. Your data may be disclosed within VFS to other than the collecting entity. Data may be used by these other VFS entities to the same extent as the collecting VFS entity is entitled to use it. Your data is treated as confidential and will not be disclosed to third parties, save for the purpose of VFS fulfilling its contractual obligations vis-à-vis you, or if required under mandatory law, particularly if requested by the competent authorities or for the purpose of enforcing VFS’s rights.
3. **Use of data**
   Collected data will be processed in good faith and will be used in order to transmit your visa application status via SMS & email. We do not intend to use your information for any other purpose, except that if you have given consent, we may use your information for the purposes of sending you related marketing information (such as airline advertisements), which is normally included by us when we return your passport to you and/or sent to you by e-mail if you have given us an e-mail address. Please contact **Unit 3-5, 12/F, Prosperity Millennia Plaza, 663 Kings Road, Quarry Bay, Hong Kong.** Your information is held by us in the computer server(s). It will also be accessed and held by our affiliates currently based in India