

SMS DISCLAIMER

Disclaimer and Terms and Conditions

1. The Short Messaging Service ('SMS') provides visa applicants with an update on current status of their visa application. The information provided by SMS is based on the information provided by the Embassy of Denmark in Kenya. 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 GSM mobile phone number where VFS can send text messages regarding the status of the applicant's visa application. The visa applicant is responsible for ensuring connection to a mobile network capable of receiving the SMS services. The visa applicant understands that if their mobile phone is switched off, disconnected for any reason 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 the traffic on the mobile network, whether the visa applicant's mobile phone is within reach, and is switched. VFS is not a mobile network operator and does not guarantee the delivery of SMS text messages.
3. The visa applicant confirms that they have 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. The visa applicant acknowledges that using another person's mobile phone or providing inaccurate mobile phone number or 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 SMS service, once purchased, will be available to the visa applicant from the time of application until the visa application has been processed. 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, 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 believes 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.
7. The visa applicant acknowledges that the SMS services may, at any time, be adversely affected by problems with the visa applicant's mobile phone network, 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 the SMS services that they paid for, they should inform VFS through email or helpline numbers given on this website.

9. The SMS service delivers the visa application status based on the information received by VFS from The Embassy of Denmark, Kenya.

10. To use the services, the visa applicant should refer to the instructions available on this website. The visa applicant agrees to comply with all instructions VFS may give concerning the services, including any security instructions. We will be entitled to treat any failure by visa applicant to comply with these instructions as a breach of these Terms and Conditions, which will entitle us to deny the visa applicant access to the services

11. The charges paid for SMS service will not be refunded under any circumstances.

12. The visa applicant shall at their sole risk be responsible for taking all reasonable steps to prevent unauthorized persons gaining access to the services.

13. While VFS takes every precaution 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. The laws of Kenya govern these Terms and Conditions and both parties submit to the exclusive jurisdiction of the courts in Kenya.

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. 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 the following information: your full name, your mobile number and 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. In this context your data may also be transferred abroad. Your data may be disclosed within VFS and other entities. Data may be used by these other VFS entities to the same extent. Your data is treated as confidential and will not be disclosed to third parties, save for the purpose of VFS fulfilling its contractual obligations to 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 using SMS and email. We do not intend to use your information for any other purpose, except where 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 the decision on the visa application and documents (including passport) to you and to send them to you by email if you have given us an email address. Please contact Denmark Visa Application Centre in Nairobi, Kenya. Your information is held by us in the computer server(s) located in UK (London) and India (Mumbai). It will also be accessed and held by our affiliates currently based in India